

APPENDIX A

Sample Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

In accordance with Section 121 (c) of the Workforce Investment Act (WIA) of 1998, this Memorandum of Understanding (MOU) has been developed, with the agreement of the Chief Local Elected Officials (CLEOs) of the designated Local Workforce Investment Area (LWIA), and entered into between the [Local Area Name] Local Workforce Investment Board (LWIB) and the partners in the [Name/Location] LWIA, which intend to work together with respect to the operation of this site.

I. PURPOSE OF THIS MOU

The purpose of this MOU is to establish a viable framework in which the [Local Area Name] LWIB and the [Name/Location] local partners will be able to provide one-stop services for employers, employees, those seeking employment, and other interested partners within the local area.

II. VISION/MISSION OF THE [NAME/LOCATION] WORKFORCE INVESTMENT SYSTEM

The goal of the LWIA is to implement a seamless system of service delivery that enhances access to services for all customers. In addition, the LWIA seeks to improve long-term employment outcomes for both jobseekers and employers receiving assistance.

The objective of each partner is to provide these services in the most efficient manner possible. The partners also intend to meet and exceed all performance measures established by the [Local Area Name] LWIB, the Virginia WORKforce Council and the United States Department of Labor.

III. DEFINITION OF RELATIONSHIPS/ROLES OF PARTNERS

The WIA clearly identifies the one-stop system as the service delivery system for programs funded under the Act and its partner programs. The **Virginia WORKforce Network** has been designated as Virginia's one-stop delivery system. At the local level, a local WORKforce center is a site in which partners collaborate to administer workforce investment, education, and other human resource programs.

The following are partners, on and off-site, involved in the administration and delivery of the WIA and the [Name/Location] WORKforce centers:

- A. Local Workforce Investment Board (LWIB): _____
- B. Chief Local Elected Officials (CLEOs): _____
- C. Local Partners (required and/or optional): _____
- D. Local Operator (or Operator Consortium): _____

E. Local *WORKforce* Center Manager: _____

**IV. PARTNER SERVICES TO BE PROVIDED THROUGH THE LOCAL
WORKFORCE CENTERS**

[Name/Agency of Partner] will provide the following services: _____.

- _____ Title I of WIA: Adult
- _____ Title I of WIA: Dislocated Worker
- _____ Title I of WIA: Youth
- _____ Title I of WIA: Veteran Workforce Programs
- _____ Title I of WIA: Migrant and Seasonal Farmworker Programs
- _____ Title V of Older Americans Act
- _____ State Unemployment Insurance (UI) Programs
- _____ State and Local Welfare-to-Work Programs
- _____ Vocational Rehabilitation Programs
- _____ Adult Education and Literacy Programs
- _____ Community Service Block Grants
- _____ Employment Service under Wagner-Peyser Act
- _____ Employment and Training Programs Administered by HUD
- _____ Post-Secondary Vocational Education under Carl Perkins
- _____ Trade Adjustment Assistance Act Programs and Services
- _____ NAFTA Transitional Adjustment Assistance
- _____ Food Stamp Benefits Program
- _____ Food Stamp Employment and Training Program
- _____ Temporary Assistance to Needy Families, funded through State Block Grants under TANF
- _____ Virginia Initiative for Employment, not Welfare under TANF
- _____ Local Providers of Social Services, including Housing, Utilities, Health, Mental Health and Family Services
- _____ Local Providers of Services to Businesses, including Economic Development Agencies, Chambers of Commerce, Business Assistance Units within State/Local Government or Educational Entities, etc.

V. REFERRAL METHOD FOR CUSTOMERS

The primary goal of the referral system is the provision of seamless service delivery to both jobseekers and employers. Customers will be referred by _____.

VI. PERFORMANCE GOALS

It is agreed that the local *WORKforce* investment system will strive to achieve the following locally-negotiated performance standards of quality service for its customers, employees, and partners: _____.

VII. SERVICE AND SYSTEM OPERATING COSTS

The costs of the local *WORKforce* system will be distributed among the partners by _____ (Describe the cost allocation methodology to be used. Include all types of financial contributions, rather cash-based or in-kind. Categories may include those listed below. A separate Cost Allocation Plan may be developed to address the components of this section. Additional details about cost allocating can be found in Appendix B.)

- A. Service Costs
- B. Operating Costs
- C. Facilities Operating Costs

VIII. BREACH OF MOU

The following activities may constitute a breach of the MOU:

- A. Failure to pay monies due under the Service and Operating Costs section of this agreement in a timely manner;
- B. Failure to cooperate with the local *WORKforce* centers Operator or any other agent of the LWIB with regard to the staffing or operations of the local *WORKforce* centers
- C. Additional activities as defined below: (Insert additional activities here, if applicable.)

IX. MISCELLANEOUS PROVISIONS

A. The Virginia *WORKforce* System (VWS)

The VWS is the computerized system of record keeping that will include a common data repository for Workforce Investment Act activities. All partners agree to enter all client profiles (job and training seekers), job openings and employer information it receives into the VWS. All partners also agree to treat all data contained in the VWS as confidential. No partner should permit access of Commonwealth-provided computer resources to, or disclose data to, any persons or entities other than its staff or data users, under any conditions.

B. Mutual Respect of Organizational Practices

All partners agree to respect each other's organizational practices and management structures in the provision of services under this agreement.

C. Indemnification and Liability

By executing this MOU, each entity agrees to work together to deliver one-stop services for employers, employees and those seeking employment. However, the entities are not legally "partners" to the extent that term encompasses joint and

several liability. Each legal entity under this MOU is responsible for its own employees, representatives, agents, and subcontractors.

X. IMPASSE RESOLUTIONS

In the event that an impasse should arise between the partners and/or the LWIB regarding the terms and conditions, the performance, or administration of this MOU, the following procedure must be initiated: (1) the LWIB and the partners must document the negotiations and efforts that have taken place to resolve the issue; (2) the LWIB Chairperson must meet with the CLEOs and/or the partners and/or the *WORKforce* operator (and/or the *WORKforce* center manager based on the nature of the impasse) to resolve the issue. If an agreement cannot be reached, (3) the WIA Division will provide assistance in resolving the issue.

XI. MODIFICATION PROCESS

Partners may request, in writing, an amendment to the MOU through the LWIB. The LWIB may amend the MOU whenever the Board determines it is appropriate or necessary.

In order for any modifications to this MOU to be valid, the changes must be documented in writing, signed, dated under the conditions agreed upon by ALL of the partners, and attached to the original MOU. Revisions to the Cost Allocation Plan must include signatures of all partners and require incorporation through a modification into the MOU. If any provision of the MOU is held invalid, the remainder of the MOU must not be affected.

XIII. DURATION OF THE MOU

This MOU is entered into this ____ day of ____, _____. This MOU will become effective as of the date of signing by the final signatory below and must terminate on _____ unless terminated earlier by any of the partners to the agreement. The MOU may be terminated by any of the partners upon 30 days of written notice to the other partners with cause or upon 90 days of written notice to the other partners without cause.

XIV. EQUAL OPPORTUNITY AND NONDISCRIMINATION OBLIGATIONS

Nondiscrimination Clause

- A. The partners to this MOU agree that they will not discriminate in its employment practices or services on the basis of gender, age, race, color, creed, religion, national origin, disability or veteran's status, or on the basis of any other classification protected under state or federal law. The partners to this MOU certify that they are equal opportunity employers, have policies and procedures in place to address these issues, and that such policies and procedures have been given to all employees and

posted, as required by law. The partners to this MOU further certify that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues.

- B. The partners to this MOU assure that they will comply with the nondiscrimination and equal opportunity provisions of Section 188 of the Workforce Investment Act of 1998 and its implementing regulation at 29 CFR Part 37. These regulations prohibit discrimination because of race, color, religions, sex, national origin, age, disability, or political affiliation because of race, color, religions, sex, national origin, age, disability, or political affiliation or belief in both participation and employment. In the case of participants only, it prohibits discrimination based on citizenship or his or her participation in any WIA Title I financially-assisted program or activity.
- C. The partners to this MOU must comply with all State and Federal laws prohibiting discrimination in employment practices and services. In the event of any party's noncompliance with the nondiscrimination clause or with any such laws, as determined by an administrative agency of the state or federal government or a court of competent jurisdiction, this MOU may be terminated or suspended by the LWIB, and other sanctions may be imposed and remedies invoked.
- D. The partners to this MOU must, upon the request of the LWIB or the Commonwealth, furnish all necessary employment documents and records to the LWIB or the Commonwealth for purposes of investigation to ascertain compliance with the provisions of this clause. In addition, all partners must permit access to its books, records, and accounts if necessary. If the partners to this MOU do not possess documents or records reflecting the necessary information requested, the parties must furnish such information on reporting forms supplied by the LWIB or Commonwealth.
- E. The partners to this MOU will assure that complaints alleging discrimination on any of the above bases will be processed in accordance with 29 CFR Part 37.76. Copies of the complaint procedures developed pursuant to 29 CFR Part 37.76 and approved by the U.S. Department of Labor's Civil Rights Centers will be disseminated to provide detailed instructions on the specific steps to be followed in processing discrimination complaints and the name and telephone number TTY/TTD of the designated EO Officer or designee to handle these complaints in the local *WORKforce* centers.
- F. Pursuant to Federal regulations promulgated under the authority of the Americans With Disabilities Act, including but not limited to 28 CFR Part 35, the partners to this MOU understand and agree that no individual with a disability must, on the basis of the disability, be excluded from participation in this MOU or from activities provided for under this MOU.

G. The partners must be responsible for, and agree to indemnify and hold harmless, the Commonwealth of Virginia from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth of Virginia as a result of a party's failure to comply with the provisions of paragraph 'f' above.

[Note: Paragraph 'g' must be included if the designated local *WORKforce* center is a state-owned or leased facility]

XV. SIGNATURES

CHIEF LOCAL ELECTED OFFICIAL(S):

_____ Signature	_____ Title	_____ Agency	_____ Date
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_____ Signature	_____ Title	_____ Agency	_____ Date
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LOCAL WORKFORCE INVESTMENT BOARD CHAIR(S):

_____ Signature	_____ Title	_____ Agency	_____ Date
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_____ Signature	_____ Title	_____ Agency	_____ Date
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OTHER PARTNERS TO THE MOU:

_____ Signature	_____ Title	_____ Agency	_____ Date
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_____ Signature	_____ Title	_____ Agency	_____ Date
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_____ Signature	_____ Title	_____ Agency	_____ Date
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